

Town of Newington  
Request for Proposals

Legal Notice

The Town of Newington is requesting proposals from engineering consultants to provide survey, cost estimates, preparation of contract plans and documents, construction inspection and contract administration services to successfully implement Phase IV of the Newington Center Streetscape Improvement project. This project will result in the improvement of approximately 1,000 feet of Market Square. Information and proposal specifications are available in the Town Manager's Office, 131 Cedar Street, Newington, CT 06111 and on the Town's website, [www.newingtonct.gov](http://www.newingtonct.gov), in the Doing Business, Current Bids section. Forms 254 and 255 must be submitted with proposals. Proposals will be received in the Town Manager's Office until 4:00 p.m., on May 13, 2010. The selected firm must meet all Town, State, and Federal Affirmative Action and Equal Employment Opportunity Practice requirements. The Town reserves the right to reject any or all proposals.

John L. Salomone  
Town Manager

RFP No. 5, 2009-10

TOWN OF NEWINGTON  
REQUEST FOR PROPOSALS

STREETSCAPE IMPROVEMENTS, PHASE IV, PROFESSIONAL SERVICES

I. GENERAL INFORMATION

The Town of Newington is requesting proposals from engineering consultants to provide survey, cost estimates, preparation of contract plans and documents, construction inspection and contract administration services to successfully implement Phase IV of the Newington Center Streetscape Improvement project. This project will result in the improvement of the sidewalk areas of Market Square, from Main Street to Constance Leigh Drive, a distance of approximately 1,000 feet.

II. BACKGROUND

The Town of Newington completed Phase III Streetscape Improvement in the fall of 2009. This work was funded by a State of Connecticut Department of Economic and Community Development, Small Town Economic Assistance Program (STEAP) grant. Phase IV Streetscape Improvements will be similarly funded, designed and constructed.

The design services for this project will address issues such as street calming applications, driveway consolidation, drainage, curbing, signage, tree removal/replacement, landscaping, utility coordination, sidewalk pavers and ornamental lights replicated along both sides of Market Square as currently exist on Main Street between Cedar Street and Lowrey Place.

Currently the Town has a total budget of \$700,000 to cover the cost of design and construction of the project. The engineering consultant will be required to perform considerable survey research of Market Square to determine the limits of the Town's rights-of-way. The Town has limited information pertaining to the existing street line information and the consultant will be required to perform the necessary research needed for the consultant to provide an A-2 survey of Market Square from which construction plans can be developed.

The consultant will develop plans which will allow the Town the opportunity to accomplish the project within the approved budget. The consultant will also be expected to attend meetings with the Downtown Revitalization Committee, which meets on a monthly basis, attend other public meetings as may be needed, and coordinate with respective property owners while the project is being developed.

A tentative schedule for this project is to have a design consultant on board in June 2010 so that preliminary design of the project can be performed during the summer and final plans completed during the late fall time frame. The project is planned to be advertised during the winter so that construction can commence in the spring of 2011 and be completed by the fall of 2011.

### III. SELECTION PROCESS AND FEES

The Town will review the proposals and develop a short list of firms to be interviewed by Town staff and/or the Downtown Revitalization Committee. During the evaluation process the Town reserves the right, where it may serve the Town's best interest, to request additional information or clarifications from respondents, or to allow corrections of errors or omissions. Following interviews a recommendation will be made to the Newington Town Council.

Responses will be evaluated and short list of firms to be invited to oral interviews will be developed based on design and technical competence, the capacity and capability to perform the work within the time allotted, past record of performance, and knowledge of State and Town procedures.

Only shortlisted firms who have been invited for interviews shall provide fees. The design fee will be negotiated on a Lump Sum basis. The construction inspection and contract administration fee will be negotiated on a cost-plus basis. For the purposes of clarity, the Town defines "cost plus" to be a percentage of the construction cost of the lowest responsible bid.

Firms responding to this request for proposals should be of adequate size and sufficiently staffed to perform the assignment described above. The selected firm must meet all Town, State and Federal affirmative action and equal employment opportunity practices. The Town's requirements are stated in Section IV. A. below.

### IV. GENERAL REQUIREMENTS

In order to provide the requested services to the Town, the respondent must be able to demonstrate the expertise and flexibility necessary to successfully complete this work. Services shall only be provided after written authorization is received from the Town.

#### A. NONDISCRIMINATION

The Contractor shall agree and warrant that it will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, race, color religion, age, marital status, ancestry, national origin, past history of mental disorder, mental retardation or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Connecticut, or the Town of Newington.

#### B. HOLD HARMLESS

The Contractor agrees to indemnify, defend and hold harmless the Town of Newington and its respective officers, employees, agents and/or servants against all demands, claims, actions or causes of actions, losses, damages, liabilities, costs and expenses, including without limitation, interest, penalties, court costs and reasonable attorney's fees, asserted against, resultant to, imposed upon or incurred by the Town of Newington resulting from or arising out of:

1. Any breach by the Contractor of the terms of the specifications, or

2. Any injuries (including death) sustained by or alleged to have been sustained by the officers, employees, agents and/or servants of the Town of Newington or the Contractor or subcontractors or material men, or
3. Any injuries (including death) sustained by or alleged to have been sustained by any member of the public or otherwise any or all persons, or
4. Any damage to property, real or personal, (including property of the Town of Newington or its respective officers, agents and servants) caused in whole or in part by the acts or omissions of the Contractor any subcontractor or any material men or anyone directly or indirectly employed by them while engaged in the performance of any work for the Town of Newington.

C. CONTRACT

The Town will only award and enter into contract with one principal firm, which shall be the Consulting Engineer for this project. This contract shall not allow for the use of arbitration as method for resolving disputes.

D. FEES

Fees are not part of the initial submittal package. When fees are requested all charges for overhead, insurance, travel, telephone calls, postage, shipping, photocopies, and any other miscellaneous expenses shall be included in the lump sum figure and cost-plus percentage. The Town will not make separate payments for reimbursable items. The Town intends to pay the printer directly for the printing of plans and specifications.

E. INSURANCE

The successful respondent shall furnish a certificate of insurance to the Town Manager for the following insurance coverage within ten (10) days from contract execution. All insurance coverage shall be written with an insurance company licensed to conduct business in the State of Connecticut. Insurance coverage shall remain in full force for the duration of the contract term including any and all extensions. Such certificate of insurance shall specify that the Town of Newington will receive thirty (30) days notice of any cancellation, non-renewal or reduction in coverage and limits originally provided.

1. Commercial General Liability including Premises-Operations, Independent Contractors, Blanket Contractual, Products and Completed Operations:

\$1,000,000 Each Occurrence  
\$2,000,000 Aggregate

Combined Single Limit for personal injury or property damage or both combined.

Such policy shall name the Town as additional insured.

2. Comprehensive Automobile Liability covering owned, non-owned, hired or leased vehicles.

\$1,000,000 Each Accident

Combined Single Limit for bodily injury or property damage or both combined.

3. Workers Compensation Insurance in accordance with Connecticut State Statutes.

Employers' Liability Limit - \$100,000.

F. OTHER

The Town reserves the right to waive informalities or to reject any or all proposals when such action is deemed to be in the best interests of the Town. The Town reserves the right to delete such items as it deems necessary from these proposals. All exceptions of the respondent to the terms and specifications of this RFP shall be made in writing and submitted in full with the proposal. For all other terms and specifications, submission of a proposal constitutes acceptance by the respondent. The Town reserves the sole right to reject proposals which contain exceptions that are unacceptable. The Town reserves the right to utilize some, all, or none of the various services identified in this RFP. All services performed shall be to the satisfaction of the Town Manager. The Town reserves the right to terminate any agreement upon ten (10) calendar days notice of failure by the respondent to provide service to the satisfaction of the Town Manager.

V. SUBMITTALS

Consulting engineering firms wishing to be considered shall submit ten (10) copies of their concisely worded submittal package, consisting of a letter of interest, together with general information on the firm and proposed sub consultants, the firm's brochure, current Federal GSA Forms 254 and 255 or Standard Form 330, experience of the firm, and a resume of key personnel. Submittals shall be based on the format and requirements set forth in this Request for Proposals. These shall be addressed to:

Town Manager's Office  
131 Cedar Street  
Newington, CT 06111

Submittals shall be accepted until 4:00 pm. on May 13, 2010. All submittals shall be clearly labeled "RFP No. 5, 2009-10, Streetscape Improvements, Phase IV, Professional Services."

VI. CONTACT

Respondents with questions regarding the submission requirements may contact Jeff Baron, Director of Administrative Services, Town of Newington, 131 Cedar Street, Newington, CT 06111, telephone (860) 665-8513, fax (860) 665-8507. Office hours are 8:30 to 4:30, Monday through Friday. All questions shall be presented at least 72 hours prior to the response deadline to allow for sufficient time to draft and post addenda. Any addenda shall be posted on the Town's website, [www.newingtonct.gov](http://www.newingtonct.gov), in the Doing Business, Current Bids section at least 48 hours prior to the response deadline.